

EXHIBIT E

COPY

In The Matter Of:

Cohen
v.
Chicago Title Insurance Company

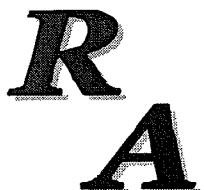
ELIZABETH RAY
November 21, 2006

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<p style="text-align: right;">1</p> <p style="text-align: center;">IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA CIVIL ACTION NO. 060873</p> <hr/> <p>PEARL E. COHEN, on behalf of herself and all others similarly situated,</p> <p>Plaintiff,</p> <p>vs.</p> <p>CHICAGO TITLE INSURANCE COMPANY, Defendant.</p> <hr/> <p>Philadelphia, Pennsylvania Tuesday, November 21, 2006</p> <hr/> <p>VIDEOTAPED deposition of ELIZABETH C. RAY, as taken at the law offices of DONOVAN SEARLES, LLC, 1845 Walnut Street, Suite 1100, Philadelphia Pennsylvania, before Karen Friedlander, Registered Merit Reporter and Commissioner of Deeds of the Commonwealth of Pennsylvania, on the above date, commencing at 9:18 a.m.</p>	<p style="text-align: right;">3</p> <p style="text-align: center;">I N D E X</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%;">1</td><td style="width: 80%;">WITNESS</td><td style="width: 10%; text-align: right;">PAGE</td></tr> <tr><td>2</td><td>ELIZABETH C. RAY</td><td style="text-align: right;">5</td></tr> <tr><td>3</td><td>By Mr. Gordon</td><td style="text-align: right;">134</td></tr> <tr><td>4</td><td>By Mr. May</td><td style="text-align: right;">134</td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td style="text-align: center;">E X H I B I T S</td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td style="text-align: center;">NUMBER</td><td style="text-align: center;">DESCRIPTION</td><td style="text-align: center;">PAGE</td></tr> <tr><td>10</td><td>D-22</td><td>Schedule of rates</td><td style="text-align: right;">10</td></tr> <tr><td>11</td><td>D-23</td><td>3-1-2000 TIRBOP manual</td><td style="text-align: right;">48</td></tr> <tr><td>12</td><td>D-24 through 28</td><td>Addenda to TIRBOP manual</td><td style="text-align: right;">100</td></tr> <tr><td>13</td><td>D-29</td><td>CTIC web site printout</td><td style="text-align: right;">124</td></tr> <tr><td>14</td><td></td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td><td></td></tr> <tr><td>22</td><td></td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td><td></td></tr> </table> <p style="text-align: right;">2</p> <p>1 APPEARANCES:</p> <p>2 QUINN, GORDON & WOLF, CHTD 3 RICHARD S. GORDON, ESQUIRE 4 102 West Pennsylvania Avenue, Suite 402 Towson, MD 21204 (410) 825-2300 5 rgordon@quinnlaw.com and 6 DONOVAN SEARLES, LLC BY: DAVID A. SEARLES, ESQUIRE 7 1845 Walnut Street, Suite 1100 Philadelphia, PA 19103 (215) 732-6067 8 dsearles@donovansearles.com Attorneys for Plaintiff</p> <p>9 BALLARD, SPAHR, ANDREWS & INGERSOLL, LLP</p> <p>10 BY: DARRYL J. MAY, ESQUIRE STEVEN J. SNYDER, ESQUIRE 11 1735 Market Street, 51st Floor Philadelphia, PA 19103-7599 (215) 864-8103 12 may@ballardspahr.com snyder@ballardspahr.com Attorneys for Defendants</p> <p>13 L</p> <p>14 ALSO PRESENT: 15 Ron Sherr, Videographer</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">4</p> <p>1 THE VIDEO OPERATOR: This is the 2 videotaped deposition of Elizabeth C. Ray, taken by 3 Richard S. Gordon, Esquire in the matter of Pearl E. 4 Cohen, et al. versus Chicago Title Insurance Company 5 in the US District Court, Eastern District -- 6 someone's got their BlackBerry on -- Eastern 7 District of Pennsylvania. 8 This deposition is being held at 1845 9 Walnut Street, Philadelphia, Pennsylvania, on 10 November 21st, 2006. My name is Ron Sherr from the 11 firm of Reporting Associates with offices in 12 Philadelphia and Cherry Hill, New Jersey. And I'm 13 the videographer. The reporter is Karen 14 Friedlander, also from Reporting Associates. We're 15 going on the record at 9:19 a.m. Counsel will now 16 please state their appearances for the record. 17 MR. GORDON: Richard Gordon on behalf of 18 the plaintiffs, and with me today is David Searles 19 also on behalf of the plaintiffs. 20 MR. MAY: Darryl May on behalf of 21 defendant, and with me, Steve Snyder on behalf of 22 defendant. 23 THE VIDEO OPERATOR: The court reporter 24 will now please swear in the witness. 25 ELIZABETH C. RAY, having been first duly</p>	1	WITNESS	PAGE	2	ELIZABETH C. RAY	5	3	By Mr. Gordon	134	4	By Mr. May	134	5			6			7	E X H I B I T S		8			9	NUMBER	DESCRIPTION	PAGE	10	D-22	Schedule of rates	10	11	D-23	3-1-2000 TIRBOP manual	48	12	D-24 through 28	Addenda to TIRBOP manual	100	13	D-29	CTIC web site printout	124	14				15				16				17				18				19				20				21				22				23				24				25			
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<p>1 sworn, was examined and testified as follows:</p> <p>2 THE VIDEO OPERATOR: We may proceed.</p> <p>3 EXAMINATION</p> <p>4 BY MR. GORDON:</p> <p>5 Q. Good morning, Ms. Ray, how are you</p> <p>6 today?</p> <p>7 A. Good morning. A little sick.</p> <p>8 Q. My name is Richard Gordon and I</p> <p>9 represent the plaintiffs in this case and I was</p> <p>10 wondering, have you ever had your deposition taken</p> <p>11 before?</p> <p>12 A. Only through a car accident. It was a</p> <p>13 personal car accident, and that's it, one time only.</p> <p>14 Q. And when was that?</p> <p>15 A. That was -- the accident occurred in</p> <p>16 2003. It would have been April of 2003. And the</p> <p>17 deposition actually took place this past year.</p> <p>18 Q. Well, let me go over the rules generally</p> <p>19 for you, although you may recall them from the</p> <p>20 deposition you gave before. I'm going to ask you a</p> <p>21 series of oral questions to which I need oral</p> <p>22 responses the court reporter over here is going to</p> <p>23 be taking down your testimony. She cannot interpret</p> <p>24 a nod or a gesture, so you need to verbalize your</p> <p>25 response.</p>	<p>5</p> <p>1 Q. Just once?</p> <p>2 A. Yes.</p> <p>3 Q. Have you reviewed any documents in</p> <p>4 preparation for your deposition?</p> <p>5 A. No, sir.</p> <p>6 Q. Did you review the Complaint?</p> <p>7 A. No, sir.</p> <p>8 Q. Have you ever seen the Complaint?</p> <p>9 A. No, sir.</p> <p>10 Q. Did you review Ms. Cohen's file?</p> <p>11 A. No, sir.</p> <p>12 Q. Okay. Did you talk to anyone else,</p> <p>13 other than Mr. May about your deposition today?</p> <p>14 A. No.</p> <p>15 Q. Did you talk --</p> <p>16 A. I'm sorry.</p> <p>17 MR. MAY: Mr. Snyder was with us today.</p> <p>18 A. Right.</p> <p>19 Q. Other than Mr. Snyder and Mr. May?</p> <p>20 A. I did not speak to Jodi Reimer, however,</p> <p>21 I did speak to Joyce Folda and wasn't sure what was</p> <p>22 -- you know, didn't know what was going on, so...</p> <p>23 Q. Do you recall what she told you?</p> <p>24 A. No, just -- not really. I didn't know</p> <p>25 what was -- exactly what the case was about, so...</p>
<p>6</p> <p>1 A. Okay.</p> <p>2 Q. If at any point you need me to restate</p> <p>3 the question or to rephrase it, I'm happy to do it</p> <p>4 so. If you don't ask me to restate it or rephrase</p> <p>5 it, I'll work on the understanding that you</p> <p>6 understand the question that was asked.</p> <p>7 A. Okay.</p> <p>8 Q. And if at any point you need to take a</p> <p>9 break, please let me know and I'll try to</p> <p>10 accommodate at a reasonable point. Any questions</p> <p>11 about those rules?</p> <p>12 A. No, sir.</p> <p>13 Q. Okay. What did you do to prepare for</p> <p>14 your deposition today?</p> <p>15 A. To prepare for the deposition, I was</p> <p>16 asked upon -- as I understood, I was asked upon to</p> <p>17 give this deposition because of Chelsea Abstract,</p> <p>18 and I met with Mr. May.</p> <p>19 MR. MAY: And that's -- and you can say</p> <p>20 that you met with me but don't say anything about</p> <p>21 what we talked about.</p> <p>22 A. Right, met with Mr. May.</p> <p>23 Q. When did you meet with him?</p> <p>24 A. The meeting was a couple weeks ago. I</p> <p>25 don't recall the exact date.</p>	<p>8</p> <p>1 Q. Okay. What's your position with Chicago</p> <p>2 Title?</p> <p>3 A. My position is I'm assistant</p> <p>4 vice-president agency rep for the eastern</p> <p>5 Pennsylvania region and Delaware.</p> <p>6 Q. And what does that entail?</p> <p>7 A. My role -- my job incurs servicing</p> <p>8 agents, performing annual policy reviews, meaning</p> <p>9 jacket inventory, mainly, and I'm basically</p> <p>10 servicing agents and -- as well as, you know,</p> <p>11 increase -- you know, try to get market share as</p> <p>12 well.</p> <p>13 Q. Are you the go-to person for agents if</p> <p>14 they have any questions?</p> <p>15 A. I'm the go-to person for service,</p> <p>16 however, I'm not the go-to person for underwriting</p> <p>17 questions.</p> <p>18 Q. Okay. So if they have any questions as</p> <p>19 to exceptions or something else, with respect to the</p> <p>20 underwriting, they would go to somebody else?</p> <p>21 A. Correct.</p> <p>22 Q. Who would they go to?</p> <p>23 A. Our underwriting counsel, any of our</p> <p>24 underwriting counsel of Chicago Title.</p> <p>25 Q. What if they have questions about rates,</p>

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<p>1 would they go to you? 2 A. Not really, no. 3 Q. Could they ask you questions about that? 4 A. They could, however, I would certainly 5 recommend that they talk to the underwriting 6 counsel. 7 Q. Okay. Are you familiar with the rates 8 that Chicago Title has? 9 A. Yes, sir. 10 Q. Do you know how they work? 11 A. There is -- 12 MR. MAY: Object to the form. 13 A. Can you -- I'm not understanding exactly 14 what your question is. 15 Q. Certainly. If you were asked to 16 determine a rate for a hundred thousand dollar 17 lender's policy, would you be able to do that? 18 A. Yes, by looking at -- actually, I'd go 19 online for the rates. Anybody can do a Google 20 search and do a rate search online to the public. 21 Q. It's also simply a matter of simple 22 mathematical calculation, isn't it? 23 A. Typically, I go to the rates that are 24 set forth in the TIRBOP manual. 25 Q. Okay. And it's all right there, set</p>	<p>9</p> <p>11</p> <p>1 rate card. 2 Q. Okay. And what you're referring to is 3 on the top half of the Deposition Exhibit, it says, 4 Philadelphia office? 5 A. Correct. 6 Q. These are the employees who handled the 7 Eastern District for Chicago Title? 8 A. Correct. 9 Q. And does it list you? 10 A. Yes. 11 Q. And where are you listed? 12 A. Under Elizabeth Churbe, which is my 13 maiden name. 14 Q. Okay. That confused me for a sec. 15 When was a new card created? 16 MR. MAY: You mean after this? 17 MR. GORDON: After this. 18 THE WITNESS: You mean after this? 19 BY MR. GORDON: 20 Q. Well, let me state it a different way. 21 It says on the front of the card that it's -- the 22 schedule of rates effective January 1, 2002. Do you 23 see that? 24 A. Correct. 25 Q. Would that be generally the time frame</p>
<p>10</p> <p>1 forth? 2 A. Correct. 3 (D-22, marked for identification.) 4 BY MR. GORDON: 5 Q. I'm going to show you what's been marked 6 as Deposition Exhibit No. 22, which was handed to me 7 prior to this deposition. And this is similar to 8 Deposition Exhibit No. -- if you could bear with me 9 a sec -- No. 5, which I'm also going to show you. 10 A. Okay. 11 Q. And it's my understanding from your 12 counsel that the Deposition Exhibit No. 22, which is 13 the schedule of rates, is a small -- I guess it's 14 about a 7 by 7 card that's handed out to agents. 15 A. Mm-hmm, that's correct. 16 Q. Is this -- is Exhibit 22 the current 17 rate schedule that's handed out to agents? 18 A. No, sir. 19 Q. Okay. Is there a new one that was put 20 together? 21 A. There -- this rate card no longer 22 applies, obviously, because of the employees of the 23 office. 24 Q. Okay. 25 A. And so, therefore, we don't use this</p>	<p>12</p> <p>1 that this card started to be used? 2 A. Generally, yes, because their rate -- 3 there is a rate -- a change effective January 1st of 4 2002. 5 Q. Okay. 6 A. As well as now there is a new updated 7 TIRBOP manual effective of '05, so... 8 Q. And in -- when this rate schedule was 9 handed out in 2002, was it something -- you said it 10 was handed out to agents, correct? 11 A. Correct. 12 Q. Is it something that the agents rely 13 upon? 14 A. Not necessarily. 15 Q. You don't know? 16 A. I don't know. 17 Q. Okay. But this is what is handed out to 18 them? 19 A. At that time, yes. 20 Q. Other than noting differences in the 21 Philadelphia office on Deposition Exhibit 22, what 22 other changes are there to the current schedule of 23 rates? 24 A. Well, we don't have the staff on there. 25 Q. Okay.</p>

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<p>1 A. Because we just don't, and there has not 2 been new rate cards prepared -- there was new rate 3 card prepared, but I think the only difference is 4 the staff is not shown on there.</p> <p>5 Q. Other than that, the rate card is 6 substantially the same?</p> <p>7 A. There has not been a new rate card 8 prepared after the TIRBOP manual changes of '05, to 9 my knowledge.</p> <p>10 Q. Okay. I guess what I'm wondering is 11 when was this rate card changed?</p> <p>12 Well, let me state it a different way.</p> <p>13 A. I'm sorry, I'm not understanding the 14 question.</p> <p>15 Q. Okay. I'll try to state it a different 16 way. When did Chicago Title produce a new schedule 17 of rate card to be handed out to their agents, to 18 replace what is Deposition Exhibit 22?</p> <p>19 A. There was another rate card, again, 20 without the staff on there. I believe agents were 21 complaining about it only went up to the hundred 22 thousand, and obviously there are higher sales 23 transactions. So, therefore, I think it was -- I 24 don't recall, really, when a new one was done, 25 because I don't even have a copy of it.</p>	<p>1 we could also stipulate that the document speaks for 2 itself as to what the rate card refers to.</p> <p>3 MR. GORDON: Okay.</p> <p>4 BY MR. GORDON:</p> <p>5 Q. So is there anything on the schedule of 6 rates that refers to the refinance rate or the 7 substitution rate?</p> <p>8 A. I don't see it on there.</p> <p>9 Q. To the best of your knowledge, is there 10 anything referring to the refinance rate or the 11 substitution rate on the new card?</p> <p>12 A. I don't -- again, I haven't seen the new 13 card or the revised card without it, so I think it's 14 the same thing.</p> <p>15 Q. That it would not include information 16 about the substitution rate or refinance rate?</p> <p>17 A. Anything prior to 2005, that's correct.</p> <p>18 Q. Okay. I'm asking about the new card?</p> <p>19 A. There is no new card, as of after the 20 2005 updated change manual.</p> <p>21 Q. Oh, okay.</p> <p>22 MR. MAY: I think Mr. Gordon's question 23 was the newer card, the revised rate card.</p> <p>24 THE WITNESS: Oh, okay. As stated 25 before, the only difference would be the increase of</p>
<p>14</p> <p>1 Q. Would it have been in the last couple of 2 years?</p> <p>3 A. I would say it would have been the last 4 three years or so.</p> <p>5 Q. Okay.</p> <p>6 A. But I don't recall, really.</p> <p>7 Q. So prior to that, is it fair to say that 8 the schedule of rates that are in front of you as 9 Deposition Exhibit 22 was the card that was handed 10 out to agents?</p> <p>11 A. Yes, sir.</p> <p>12 Q. For their use?</p> <p>13 A. Yes, sir.</p> <p>14 Q. Okay. Would you agree that the schedule 15 of rates does not include a refinance rate?</p> <p>16 A. If you're referring to the substitution 17 rate, there is a basic in the reissue and then 18 there's also a substitution.</p> <p>19 Q. I believe the substitution rate is the 20 same as the refinance rate under the manual?</p> <p>21 A. Okay. I refer to a substitution rate.</p> <p>22 MR. GORDON: Mr. May, can we stipulate 23 that substitution rate and refinance rate for our 24 purposes today are the same thing?</p> <p>25 MR. MAY: We can stipulate to that and</p>	<p>16</p> <p>1 the unit of insurance, as well as removing the staff 2 members from the Philadelphia office.</p> <p>3 BY MR. GORDON:</p> <p>4 Q. Okay. So the current card that's used, 5 other than those two changes that you just 6 described, where the employees of the Philadelphia 7 office are taken off and there's a more extensive 8 list of rates beyond a hundred thousand dollars, 9 other than those two changes, it's your 10 understanding that the rate card given out to agents 11 is still the same?</p> <p>12 MR. MAY: Object to form.</p> <p>13 A. The updated rate cards that were given 14 out, they're no longer giving out because of the 15 updated rate manuals from 2005, the TIRBOP manual.</p> <p>16 Q. So there really is no current schedule 17 of rate cards given out?</p> <p>18 A. That's correct.</p> <p>19 Q. Okay. That clarifies it.</p> <p>20 How big the Eastern District territory?</p> <p>21 Where does it run from?</p> <p>22 A. Eastern District runs from -- basically 23 if you take Pennsylvania and the 63 counties and 24 split it down the middle to center county, the 25 Philadelphia office is responsible for the eastern</p>

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<p>1 side. So if you have a picture of the state of the 2 Pennsylvania and you split it down the middle, we're 3 responsible for those -- that part of -- those 4 counties.</p> <p>5 Q. How many counties would that be? 6 A. I don't -- I don't know off the top of 7 my head. Several.</p> <p>8 Q. And how many agents are you in charge 9 of?</p> <p>10 A. I'm no charge of 65 agents.</p> <p>11 Q. And that's exclusively in the Eastern 12 District of Pennsylvania, or does that include 13 Delaware as well?</p> <p>14 A. That includes Delaware as well.</p> <p>15 Q. Okay. What about just in the Eastern 16 District of Pennsylvania how about agents are you 17 responsible for?</p> <p>18 A. 60.</p> <p>19 Q. So Delaware has five?</p> <p>20 A. Correct. I have five agents in 21 Delaware.</p> <p>22 Q. And one of your agents used to be 23 Chelsea?</p> <p>24 A. That was a former agent of mine.</p> <p>25 Q. Okay. When did it stop being an agent?</p>	<p>17</p> <p>1 Q. No? How are they viewed? 2 A. Since we're entering into an issuing 3 agent contract between the underwriter and the 4 agent, you are entering into a relationship -- I 5 guess you could say a customer.</p> <p>6 Q. But you're entering into a principal 7 agent relationship?</p> <p>8 A. Correct.</p> <p>9 Q. Where that agent will be acting on 10 behalf of Chicago Title?</p> <p>11 A. That's correct. Or acting on behalf of 12 issuing the Chicago Title policies, owners and loan 13 policies, performing settlements, et cetera.</p> <p>14 Q. Okay. I would like to show you what has 15 been marked as Deposition Exhibit 19 in this case, 16 which are the documents produced by Chelsea to the 17 plaintiffs. And the testimony was that the top 18 portion of it is the check register that would -- 19 that was all the policies that Chelsea issued on 20 behalf of Chicago Title. But after that, starting 21 on, approximately page Chelsea 0042 -- if you look 22 at the bottom, there are date stamped numbers. 23 Starting there, going back, constitutes the name 24 Pearl Cohen, the named plaintiff in this case. And 25 could you take a minute and look through that file</p>
<p>18</p> <p>1 A. In, I believe -- of course, I don't 2 recall the dates exactly, but it was in 2002? I 3 believe in 2002, or it could have been 2003. I 4 don't know the exact date.</p> <p>5 Q. Who did you deal with there? 6 A. I dealt with a bookkeeper, actually, 7 because the owner was never -- was never around. He 8 was always out of town or conveniently unavailable.</p> <p>9 Q. Do you remember the bookkeeper's name? 10 A. No, I do not.</p> <p>11 Q. You mentioned that one of your areas of 12 responsibility is increasing market share?</p> <p>13 A. Mm-hmm.</p> <p>14 Q. That would be sales?</p> <p>15 A. That would be -- one of the parts is 16 also finding good agents to see if our company would 17 recommend entering into an issuing agency contract.</p> <p>18 Q. And that's because the agents are really 19 the customers of Chicago Title, are they not? 20 MR. MAY: Object to form.</p> <p>21 A. Can you rephrase the question? I don't 22 understand your question, actually.</p> <p>23 Q. Okay. Do you view the agents of Chicago 24 Title as the customers of Chicago Title?</p> <p>25 A. No, sir.</p>	<p>20</p> <p>1 and familiarize yourself with it?</p> <p>2 MR. MAY: I'm just going to instruct the 3 witness that, you know, obviously you can't read 4 everything unless you would take hours. So I think 5 just -- I think the instruction is just thumb 6 through, get a sense of what's in there, but there 7 will be specific questions. And then when you have 8 specific questions, take as much time as you need 9 for those particular documents.</p> <p>10 MR. GORDON: That's fair, and I thank 11 you Mr. May.</p> <p>12 MR. MAY: And I take it, Richard, that I 13 should have brought my copy of the exhibits used in 14 prior depositions to have a copy of myself.</p> <p>15 MR. GORDON: I thought the agreement was 16 that we just would continue using the same exhibits.</p> <p>17 MR. MAY: They were. I just didn't 18 think to bring a set of copies.</p> <p>19 MR. GORDON: I apologize.</p> <p>20 MR. MAY: Dave, you don't have an extra 21 set do you?</p> <p>22 MR. SEARLES: Just the one set.</p> <p>23 MR. MAY: Off the record. We don't need 24 this on the record.</p> <p>25 THE VIDEO OPERATOR: Hold on. Let me go</p>

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<p>21</p> <p>1 off the record. We're going off the record at. 2 9:38. Hold on, please. 3 (Discussion held off the record.) 4 THE VIDEO OPERATOR: Okay. We're back 5 on the video record at 9:39.</p> <p>6 BY MR. GORDON:</p> <p>7 Q. Now, Ms. Ray, you don't recall the 8 Cohens, do you?</p> <p>9 A. No, sir.</p> <p>10 Q. No. You weren't involved in their 11 transaction at all?</p> <p>12 A. No, sir.</p> <p>13 Q. But you are generally familiar with how 14 a closing file looks?</p> <p>15 A. Sure, yeah.</p> <p>16 Q. Does there appear to be anything unusual 17 about this file?</p> <p>18 MR. MAY: Object to the form.</p> <p>19 A. I don't see a settlement sheet in here.</p> <p>20 Q. Settlement sheet would be at 0058?</p> <p>21 A. Well, the broker fees are pretty high on 22 the settlement sheet.</p> <p>23 Q. From a closing perspective, from a 24 Chicago Title perspective, does it appear to be a 25 typical type transaction?</p>	<p>23</p> <p>1 settlements in quite awhile, it looks like it. I 2 mean, I really can't answer, you know, truthfully 3 that -- what it, you know, way back when, when I was 4 doing settlements, it looks like it. I haven't 5 looked exactly through everything to see if, you 6 know, something is missing or not missing or an 7 affidavit, et cetera. So, you know...</p> <p>8 Q. You didn't find anything missing?</p> <p>9 A. I don't have -- I haven't even looked 10 through all this stuff. I -- just is president just 11 now, so I can't really answer that.</p> <p>12 Q. Okay. But as far as you know, it 13 appears to be a typical Chicago Title closing file, 14 correct?</p> <p>15 MR. MAY: Object to form.</p> <p>16 A. Can you rephrase the question? I don't 17 understand exactly Chicago --</p> <p>18 Q. You do not understand the word 19 "typical"?</p> <p>20 A. I don't understand typical Chicago Title 21 closing file. That's what I don't understand.</p> <p>22 Q. Okay. Are there certain documents that 23 are always going to be in a file where Chicago Title 24 has issued a title policy?</p> <p>25 A. There are certain documents, for</p>
<p>22</p> <p>1 MR. MAY: Object to the form.</p> <p>2 A. Can you rephrase the question? I'm 3 sorry, I didn't understand exactly your question.</p> <p>4 Q. Okay.</p> <p>5 A. Excuse me.</p> <p>6 Q. Well, sure. Let's look through the file 7 together. There's a title commitment at page 0043.</p> <p>8 A. Mm-hmm.</p> <p>9 Q. There's the policy at 0052. There's the 10 HUD-1 at 0058. There's the disbursement sheet at 11 0059.</p> <p>12 MR. MAY: Richard, could you just go a 13 little bit slower. She's trying to keep up with 14 you.</p> <p>15 MR. GORDON: Sure.</p> <p>16 BY MR. GORDON:</p> <p>17 Q. HUD-1, then there's the disbursement 18 sheet at 0059. There's the abstract documents which 19 are towards the back at 0133.</p> <p>20 A. Well, it appears to be copies of a 21 closing settlement file.</p> <p>22 Q. Does it appear to be sort of the typical 23 documents you would find in a closing file?</p> <p>24 MR. MAY: Object to form.</p> <p>25 A. Well, being that I haven't done</p>	<p>24</p> <p>1 example, the policy, or the endorsements, et cetera.</p> <p>2 Q. And is that in this file?</p> <p>3 A. It does appear to be in this file.</p> <p>4 Q. Okay. The abstract documents will also 5 be in the file, will they not?</p> <p>6 A. Yeah. They should be in the file as 7 well.</p> <p>8 Q. Closing instructions will be in the 9 file?</p> <p>10 A. You know, sometimes, some agents keep 11 closing instructions, sometimes they don't.</p> <p>12 Q. Okay. There will always be a title 13 commitment in the file, will there not?</p> <p>14 A. Yes.</p> <p>15 Q. In every instance?</p> <p>16 A. There should be a commitment for title 17 insurance in the file.</p> <p>18 Q. And there will always be a disbursement 19 sheet?</p> <p>20 A. There should be a disbursement sheet in 21 the file.</p> <p>22 Q. Okay. So with that in mind, what other 23 documents should be in the file that you are aware 24 of?</p> <p>25 A. Affidavits.</p>

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<p>25</p> <p>1 Q. Okay. Did you see any affidavits in the 2 file?</p> <p>3 A. I did not.</p> <p>4 Q. Okay. If you could turn to --</p> <p>5 A. Here's one. I see one now.</p> <p>6 Q. That's the owner's affidavit?</p> <p>7 A. 0087?</p> <p>8 Q. Mm-hmm.</p> <p>9 A. Mm-hmm, okay --</p> <p>10 Q. And that's another document you would 11 typically expect to find?</p> <p>12 A. Yeah, I didn't see that. Copies of 13 driver's license, yes.</p> <p>14 Q. How long have you worked for Chicago 15 Title?</p> <p>16 A. Going on six years. I began 17 January 1st, 2001.</p> <p>18 Q. Have you always handled the same area, 19 same territory?</p> <p>20 A. When I began with Chicago Title, I was 21 not a agency rep, I was a commercial closer for the 22 Center City office.</p> <p>23 Q. Starting in 2001?</p> <p>24 A. Yes.</p> <p>25 Q. Okay.</p>	<p>27</p> <p>1 boss, was still able to underwrite with any 2 underwriter. He still -- it wasn't an exclusive 3 contract, so he was able to write -- I had seven 4 different underwriters to choose from.</p> <p>5 Q. Had it been an exclusive contract, would 6 it have been improper in your view?</p> <p>7 MR. MAY: Object to form.</p> <p>8 A. I don't understand your question.</p> <p>9 Q. If the agency agreement required that 10 all of the title insurance be referred to Ticor, and 11 be underwritten by Ticor, would that have been 12 improper?</p> <p>13 MR. MAY: Well, I instruct the witness 14 that if she had any opinion about that at the time, 15 she can answer the question. But if she's -- if 16 there's some legal authority that she's supposed to 17 be giving a legal opinion, she's not here to do 18 that.</p> <p>19 MR. GORDON: I'm not asking for a legal 20 opinion.</p> <p>21 MR. MAY: But if she had an opinion 22 about whether that would have been improper, she can 23 say what her attitude was.</p> <p>24 MR. GORDON: I'll withdraw the question.</p> <p>25 BY MR. GORDON:</p>
<p>26</p> <p>1 A. So I was not an agency rep.</p> <p>2 Q. When did you become an agency rep?</p> <p>3 A. I did not become an agency rep until 4 February of '02 -- January, February, of '02.</p> <p>5 Q. And that would have been --</p> <p>6 A. I'm sorry, I'm sorry, I take that back.</p> <p>7 Yeah, it was '02, it was about a year later.</p> <p>8 Q. And that would have been considered a 9 promotion?</p> <p>10 A. Correct.</p> <p>11 Q. Prior to working for Chicago Title, did 12 you work for -- or what did you do prior to working 13 for Chicago Title?</p> <p>14 A. I was a -- an escrow officer in Texas. 15 I worked for an agent.</p> <p>16 Q. What was the name of the agent?</p> <p>17 A. Ticor Title Agency of San Antonio.</p> <p>18 Q. Okay. Is that connected to Ticor Title, 19 the insurer?</p> <p>20 A. It would -- the owner had a 21 relationship, obviously, to carry on the Ticor name.</p> <p>22 THE COURT REPORTER: I'm sorry?</p> <p>23 A. However -- I'm sorry, to carry on the 24 Ticor brand. And that was part of his logo. But it 25 didn't necessarily mean that the agent, my former</p>	<p>28</p> <p>1 Q. Chicago Title is now part of a larger 2 network of title insurers, is it not?</p> <p>3 MR. MAY: Object to form.</p> <p>4 A. Can you -- I don't understand.</p> <p>5 Q. Who owns Chicago Title?</p> <p>6 A. Fidelity National Title Group owns 7 Chicago Title.</p> <p>8 Q. And how many other companies, to the 9 best of my knowledge, are owned by Fidelity 10 National?</p> <p>11 A. Fidelity National Title has Security 12 Union, Ticor, Fidelity, Alamo, to my knowledge.</p> <p>13 Q. And Chicago?</p> <p>14 A. And Chicago.</p> <p>15 Q. Do you have any communication with the 16 Fidelity National office?</p> <p>17 A. Not direct communication. I know the 18 reps in that office and they are my competitors.</p> <p>19 Q. Okay. So Chicago Title in Pennsylvania 20 operates as a separate distinct entity?</p> <p>21 A. Correct.</p> <p>22 Q. Okay. Of the 60 agents that you work 23 with in the Eastern District of Pennsylvania, how 24 many are title companies?</p> <p>25 A. I don't understand by title companies</p>

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<p>29</p> <p>1 your question. They are agencies. 2 Q. Okay. How many are agencies versus 3 attorneys? 4 A. Oh, I don't know. 5 Q. Do you handle any attorneys? 6 A. Yes. 7 Q. Is it half? 8 A. Well, it could be, yeah, it could be 9 about half. Of course, you know, I don't have the 10 exact count off the top of my head. But it's a good 11 estimation. 12 Q. Okay. Would the attorneys be giving the 13 approved attorney rate? 14 A. No. 15 Q. How does -- how do attorneys get to 16 charge the approved attorney rate? 17 A. An approved attorney must be affiliated 18 with an agent in order to qualify. And typically, 19 an approved attorney, they don't have the 20 capabilities. An approved attorney is not able to 21 issue a title policy or issue -- even issue a 22 commitment for title insurance. An approved 23 attorney typically closes for his clients and 24 charges reduced rate, in exchange, probably, for 25 larger attorney fee, and, and, since it filed to the</p>	<p>31</p> <p>1 rates that would be set forth in, for example, the 2 schedule of rates, which is Deposition Exhibit No. 3 22, or the current rates that apply, but the ones 4 that were off of that schedule of rates, and how 5 many were permitted to charge the approved attorney 6 rate? 7 A. At that time? Or present? I don't 8 know. 9 Q. Let's do in 2002. 10 A. I don't know. 11 Q. How about at present? 12 A. I would say -- I guess at present, it 13 would be less than half, could charge an approved 14 attorney rate. But depending on, if the agent -- 15 again, typically, if the agent is also an attorney, 16 they can charge the approved attorney rate. If the 17 agent is not an attorney, then they deal with 18 attorneys in their area that they deal with 19 directly, that they would charge approved attorney 20 rates. So I don't know exactly how many charged an 21 approved attorney rate. 22 Q. You said the approved attorney rate is 23 lower than the standard rate? 24 A. Yes, sir. 25 Q. How much lower?</p>
<p>30</p> <p>1 agent, the agent issues the policy. 2 Q. Do any of the 65 agents that you are in 3 the liaison to, do any of them charge the approved 4 attorney rate? 5 A. Well, I guess I'm not -- again, it's 6 hard to answer that question, because there's so 7 many layers involved in that. If there is an -- I 8 do have an agent, yes, that is an attorney that, you 9 know, he's also -- he has the option of charging 10 approved attorney rate as well on his transactions. 11 Q. Okay. 12 A. But most of the time an approved 13 attorney is affiliated with a particular agent, and 14 they are the ones that charged -- usually charge the 15 discounted -- approved attorney rate pursuant to the 16 TIRBOP manual. 17 Q. Other than the one agent that you know 18 of, are there any others within the other 59 agents 19 in the Eastern District of Pennsylvania that are 20 permitted to charge the approved attorney rate? 21 MR. MAY: Object to form. 22 A. Again, I'm not understanding your 23 question. 24 Q. Well, I'm trying to find out, of these 25 60 agents that you handle, how many charged the</p>	<p>32</p> <p>1 A. I don't know. It's a -- I don't have 2 -- I don't know off the top of my head. 3 Q. Would that be identified in the TIRBOP 4 manual? 5 A. Yes, sir. 6 Q. Okay. Now, you mentioned that you 7 conduct agency reviews? 8 A. Mm-hmm. 9 Q. What does that entail? 10 A. Again, that's an annual policy, jacket 11 policies. During the time in 2002, agents had -- 12 and some agents still to today have physical 13 inventory. 14 Q. Mm-hmm. 15 A. Of the owner's jackets and the loan 16 jackets and my role is to basically do an agent -- 17 an account -- a review on the jackets that were on 18 hand if there haven't been -- you know, to see what 19 the inventory was on the agent jackets, owners of 20 loan policies. 21 Q. You don't conduct audits, do you? 22 A. No, I conduct policy reviews. 23 Q. Is the policy review part of the audit? 24 A. Typically part of the policy review also 25 is -- I also, on an annual basis obtain copies of</p>

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<p style="text-align: right;">33</p> <p>1 the agents E and O insurance as well as the fidelity 2 bond and the surety bond and just make sure that 3 their license is good. Their individual and 4 business license is still valid with the State of 5 Pennsylvania.</p> <p>6 Q. Do you ever review whether the agent is 7 charging the property rates for title insurance?</p> <p>8 A. No, I don't.</p> <p>9 Q. Do you know if anyone in your 10 office does that?</p> <p>11 A. Corporate usually does the complete 12 full, full audit. That would include escrows, file 13 reviews, as well as, you know, get the insurances, 14 et cetera.</p> <p>15 Q. Do you know if one of the things in the 16 audit that is reviewed is whether or not the agent 17 is properly charging the consumer, the reissue rate 18 versus the standard rate?</p> <p>19 A. No.</p> <p>20 Q. You don't know or they don't know do it?</p> <p>21 A. I don't know.</p> <p>22 Q. Okay. And the same question with 23 respect to the refinance rate versus the standard 24 rate?</p> <p>25 A. I don't know.</p>	<p style="text-align: right;">35</p> <p>1 had a stipulation and that stands. 2 MR. GORDON: Okay.</p> <p>3 BY MR. GORDON:</p> <p>4 Q. I want to make sure that I understand 5 some of the definitions in this case. What is a 6 lender's title insurance policy?</p> <p>7 A. A mortgagee, mortgagee -- actually, a 8 loan policy that's issued to a lender upon request.</p> <p>9 Q. And it's issued only once?</p> <p>10 A. In connection with a transaction, if 11 requested and --</p> <p>12 Q. And the premium equals the loan amount?</p> <p>13 MR. MAY: I object to form.</p> <p>14 A. Well, not understanding the question 15 again.</p> <p>16 Q. Do you know if the premium is based upon 17 the amount of the mortgage loan?</p> <p>18 A. Typically, if -- in order to issue a 19 mortgagee -- a loan policy, the amount that's 20 requested by the lender would reflect in -- again, 21 we would go back to our TIRBOP manual to reflect the 22 rates.</p> <p>23 Q. Okay. Who's the beneficiary of the 24 title insurance policy?</p> <p>25 A. The lender.</p>
<p style="text-align: right;">34</p> <p>1 Q. You don't know. Have you ever heard 2 that they do?</p> <p>3 A. I'm sorry?</p> <p>4 Q. Has anyone ever told you as part of the 5 audit that's something that Chicago Title looks at?</p> <p>6 A. Again, we relied on corporate to -- the 7 corporate auditors to do so, and I don't know 8 exactly what their -- like I said, they have their 9 own rules, you know, et cetera.</p> <p>10 MR. GORDON: Okay. I think, Mr. May, we 11 stipulated in this case that there was no audit that 12 you found for Chicago -- for Chelsea.</p> <p>13 MR. MAY: Correct. And let me just, if 14 I could.</p> <p>15 MR. GORDON: Actually, if you're going 16 to make a speech or a speaking objection, I'm happy 17 to let you do it but I'd like the witness to leave 18 the room.</p> <p>19 MR. MAY: No, I was just going to try to 20 help out the situation, but I won't. But as far as 21 what the stipulation was, it's whatever the 22 stipulation was, and I mean -- we put it on the 23 record and that stands. I mean, I don't -- I just 24 can't remember exactly what the stipulation was and 25 I don't want to rephrase it. But I do believe we</p>	<p style="text-align: right;">36</p> <p>1 Q. Not the owner of the house?</p> <p>2 A. An owner's policy is the beneficiary of 3 the owner.</p> <p>4 Q. Okay. So a lender's policy only 5 benefits the lender?</p> <p>6 A. Correct.</p> <p>7 Q. Does the borrower ever get a copy of the 8 lender's policy?</p> <p>9 A. Typically the borrower would see the 10 commitment for title insurance which would all be in 11 the same format in the schedule A and B, and B -- 12 AB, B1 and B2.</p> <p>13 Q. Well, that's not my question, Ms. Ray. 14 Does the borrower typically get a copy of the 15 lender's policy?</p> <p>16 A. No.</p> <p>17 Q. Does the borrower ever get, to the best 18 of your knowledge, a copy of the lender's policy?</p> <p>19 A. If requested, they would, but typically, 20 no.</p> <p>21 Q. Okay. What is -- what is ALTA?</p> <p>22 A. American Land Title Association.</p> <p>23 Q. Is that the national industry group?</p> <p>24 A. Yes.</p> <p>25 MR. MAY: Object to the form.</p>

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<p style="text-align: right;">37</p> <p>1 A. American Land Title Association is ALTA. 2 Q. Okay. And is that the national industry 3 group for the title industry? 4 A. American Land Title Association is -- it 5 is what it is. 6 Q. Is Chicago Title a member of the 7 American Land Title Association? 8 A. Yes. 9 Q. Are you a member of the American Land 10 Title Association? 11 A. Not personally. 12 Q. Is anyone in your office a member of the 13 American Land Title Association? 14 A. I don't know. 15 Q. What is the PLTA? 16 A. The Pennsylvania Land Title Association. 17 Q. And is that the local version of the 18 American Land Title Association? 19 A. Yes, sir. 20 Q. And is Chicago Title a member of the 21 PLTA? 22 A. Yes, sir. 23 Q. And to the best of your knowledge, does 24 Chicago Title adhere to the rules of procedures and 25 policies and standards of the American Land Title</p>	<p style="text-align: right;">39</p> <p>1 A. Can -- again, I'm not understanding your 2 question. 3 Q. What don't understand about it, Ms. Ray? 4 MR. MAY: My objection is very simple. 5 I won't make it if you don't want me to say so. But 6 I think it would clarify the matter. 7 MR. GORDON: Go ahead, Mr. May. 8 MR. MAY: Policies can be -- the word 9 can be two different things. It can be policies of 10 insurance or, like, a policy of an organization, 11 like the things that should be followed. I just 12 want to clarify whether when you were talking about 13 ALTA policies, which kind you're talking about. 14 MR. GORDON: At the moment I'm talking 15 about the paper, the actual policy form that's 16 issued. 17 A. Okay. 18 Q. Did you not understand that? 19 A. There are several policy forms that are 20 prepared by the American Land Title Association, 21 however, does not necessarily mean that each state 22 of the 50 states are authorized to use those policy 23 forms. 24 Q. Pennsylvania is, however, is it not? 25 A. Pennsylvania has some approved policy</p>
<p style="text-align: right;">38</p> <p>1 Association? 2 MR. MAY: Object. Lack of foundation. 3 A. Again, I don't understand your question. 4 Q. Does the American Land Title Association 5 have certain policies that it puts in place for its 6 members? 7 A. I don't know. 8 Q. Do you know if there are certain 9 industry standards that are set forth by the 10 American Land Title Association? 11 A. I don't know. 12 Q. You don't know. How about with the 13 Pennsylvania Land Title Association? 14 A. I don't know -- I don't think -- no. 15 Again, I'm not understanding your question, either. 16 Q. Do you know what the term ALTA policy 17 means? 18 A. It's an approved policy that is approved 19 by the American Land Title Association. 20 Q. Okay. So there are policies that are 21 approved by the American Land Title Association? 22 A. Correct. 23 Q. And does Chicago Title use those 24 policies? 25 MR. MAY: I'm going to object to form.</p>	<p style="text-align: right;">40</p> <p>1 forms from ALTA, not all. 2 Q. Which ones doesn't it have, Ms. Ray? 3 A. I don't know. 4 Q. Do you know which forms it uses? 5 A. The ALTA 1992 policy is the most used. 6 Q. Okay. And that's a term of art, is it 7 not, the ALTA 1992 policy? 8 A. Correct. 9 Q. That's the standard policy? 10 A. That's the standard policy used in 11 Pennsylvania. 12 Q. What does that policy, to the best of 13 your knowledge, insure against? 14 A. On the lender's policy? The ALTA -- I'm 15 sorry, I don't understand your question, because we 16 went from one thing to another. I'm not exactly -- 17 could you repeat your question? 18 Q. Let's go with the lender's policy. What 19 does the ALTA 1992 policy insure against? 20 A. The 1992 policy insures against a number 21 of things that could come up. Prior liens, IRS 22 liens. It could -- even local taxes. Philadelphia, 23 PGW puts gas liens on it, on the properties, the gap 24 period. 25 Q. Are these all things that should have</p>

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<p>41</p> <p>1 been uncovered during the abstract?</p> <p>2 MR. MAY: I'm going to object to this</p> <p>3 line of questioning because -- and I've thought a</p> <p>4 lot about this, because we've had it before. This</p> <p>5 complaint -- this questioning --</p> <p>6 MR. GORDON: Mr. May, I'm happy to allow</p> <p>7 you to make whatever speech you want, but I will ask</p> <p>8 the witness to leave the room.</p> <p>9 MR. MAY: I'm going to instruct the</p> <p>10 witness not to answer, so it doesn't really matter.</p> <p>11 MR. GORDON: On what basis?</p> <p>12 MR. MAY: This Complaint expressly</p> <p>13 states plaintiff in the class do not challenge the</p> <p>14 title insurance premium rates approved by the</p> <p>15 Pennsylvania Insurance Department.</p> <p>16 MR. GORDON: We do not.</p> <p>17 MR. MAY: So when you go into the</p> <p>18 question of what rates are insured again -- what</p> <p>19 risks are insured against, all that, it has nothing</p> <p>20 to do with the question of whether given the words</p> <p>21 of the rate manual what were the conditions under</p> <p>22 which a discount rate should have been given.</p> <p>23 So the -- so if you want to get into the</p> <p>24 issues of the risk involving title insurance and the</p> <p>25 premiums for those, I'm happy to do it. We'll enter</p>	<p>43</p> <p>1 question have to do with whether someone got a</p> <p>2 discount rate per the provisions of the TIRBOP</p> <p>3 manual. What's --</p> <p>4 MR. GORDON: I would like the witness to</p> <p>5 leave the room, Mr. May.</p> <p>6 MR. MAY: Okay, that's fine.</p> <p>7 THE VIDEO OPERATOR: Hold on, please.</p> <p>8 We're going off the record at 10:06. Everyone hold</p> <p>9 on, please.</p> <p>10 (The following is off the video record:)</p> <p>11 MR. GORDON: I'm permitted to ask</p> <p>12 questions relating to the witness's knowledge of the</p> <p>13 industry in which she purports to be an employee.</p> <p>14 That's what my questions are going to be.</p> <p>15 MR. MAY: Not when your Complaint</p> <p>16 expressly disclaims that your -- anything about what</p> <p>17 goes into the rates.</p> <p>18 MR. GORDON: And I have not asked her a</p> <p>19 single question about whether or not the rates are</p> <p>20 proper. We don't challenge the rates themselves.</p> <p>21 MR. MAY: What --</p> <p>22 MR. GORDON: The Complaint speaks for</p> <p>23 itself. Please, let me finish, Mr. May. My</p> <p>24 question is perfectly permissible. If you would</p> <p>25 like to instruct her not to answer the question,</p>
<p>42</p> <p>1 into a stipulation that the Complaint is not correct</p> <p>2 when it states this, that those issues are at issue</p> <p>3 in the lawsuit, and we could go back to Judge</p> <p>4 Sanchez and revisit the jurisdictional motion.</p> <p>5 But we're not going to get into the</p> <p>6 issue -- I mean I've went back and I've looked at</p> <p>7 the transcript from prior depositions and we're</p> <p>8 talking about what risks are insured, only past</p> <p>9 risks be insured. That has nothing to do with the</p> <p>10 issues in this lawsuit, which ordinarily might be</p> <p>11 okay, except when the Complaint in order to avoid a</p> <p>12 jurisdictional issue, expressly disclaims that by</p> <p>13 saying you do not challenge the title insurance</p> <p>14 premium rates approved by the Pennsylvania Insurance</p> <p>15 Department.</p> <p>16 MR. GORDON: How was my question, Mr.</p> <p>17 May, about by title insurance premium rates?</p> <p>18 MR. MAY: Because it goes to what risks</p> <p>19 are being insured against, and aren't those all</p> <p>20 covered by -- aren't those all covered by the time</p> <p>21 of the lien. And then subsequent questions in past</p> <p>22 depositions go to the premiums for those rates and</p> <p>23 it has nothing to do with the issues of this</p> <p>24 lawsuit. It has nothing to do with whether someone</p> <p>25 gets a -- a discounted rate or not. How does that</p>	<p>44</p> <p>1 that's fine, we can take it up with Judge Sanchez.</p> <p>2 MR. MAY: That's fine.</p> <p>3 MR. GORDON: But I can assure you that</p> <p>4 you are completely off base. I am permitted to ask</p> <p>5 her background questions on her knowledge of the</p> <p>6 industry. I have not asked her a single question</p> <p>7 about whether or not a rate is permissible. I can</p> <p>8 assure you that I'm not going to.</p> <p>9 MR. MAY: What is the -- what is the</p> <p>10 point of asking what does a title insurance insure</p> <p>11 for, doesn't a title insurance only insure for past</p> <p>12 risk, shouldn't all those risks be identified by the</p> <p>13 time of title policy.</p> <p>14 MR. GORDON: Goes to her knowledge of</p> <p>15 the industry in which she purports to be an employee</p> <p>16 which relates to the scope of her knowledge in this</p> <p>17 deposition.</p> <p>18 MR. MAY: This is not a test about</p> <p>19 things that are relevant just to prove whether she</p> <p>20 knows the industry or not.</p> <p>21 MR. GORDON: I'm just trying to find out</p> <p>22 what she knows and what she doesn't know.</p> <p>23 MR. MAY: Okay. And I'm going to</p> <p>24 instruct her not to answer those types of questions.</p> <p>25 Anything relating to the manual, when the rates are</p>

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<p style="text-align: center;">45</p> <p>1 given, you know that I've always permitted those 2 questions. But when I go back and I look at what 3 the questions you're asking and see that you do not 4 challenge the premium rates and then ask questions 5 probing her basically about, you know, what the 6 title insurance industry insures against, and -- and 7 what kind of risks there are and shouldn't those 8 risks have been identified by the time you get to 9 the closing, by the time the policy is issued, it's 10 completely inconsistent with this, and if you want 11 to stipulate that you are challenging what goes into 12 a title insurance policy, I'm happy to do it and we 13 can go back to the judge.</p> <p>14 MR. GORDON: No, the Complaint speaks 15 for itself, and I have not asked any questions about 16 the policy rates or whether or not they are 17 adequate, permissible or proper, nor will I ask any 18 of those questions in this deposition, except as 19 they pertain to the specific claims as to whether or 20 not your client gave the proper rate under the 21 TIRBOP rule.</p> <p>22 MR. MAY: I'm saying, I've never 23 objected to those questions.</p> <p>24 MR. GORDON: I just think you are 25 completely off base. I would ask you to rethink</p>	<p style="text-align: center;">47</p> <p>1 policies may carry different rates approved by 2 TIRBOP and some may not. I'm permitted to ask about 3 those. I'm not challenging the rates in the TIRBOP 4 manual themselves.</p> <p>5 MR. MAY: If you want to ask whether a 6 type of policy -- first of all, we're here about 7 three rates, basic, reissue, substitution.</p> <p>8 MR. GORDON: You call it substitution.</p> <p>9 It's the refinance rates under the TIRBOP manual.</p> <p>10 MR. MAY: Yeah. Well, most people -- 11 she calls it the substitution.</p> <p>12 MR. GORDON: We can agree it's the 13 refinance rate.</p> <p>14 MR. MAY: We can agree it's the 15 refinance rate.</p> <p>16 MR. GORDON: Okay.</p> <p>17 MR. MAY: It's synonymous terms. We're 18 here about those three. Whether those discounts 19 attach to this kind of policy or that kind of policy 20 is neither here nor there. And -- and in light 21 of -- in light of what you expressly disclaim, I 22 think these questions are inappropriate and you can 23 ask them and I'll just instruct her not to answer.</p> <p>24 MR. GORDON: I'm going to ask some 25 additional questions about one policy in particular.</p>
<p style="text-align: center;">46</p> <p>1 your instruction, Mr. May. I am perfectly entitled 2 to ask this witness background questions.</p> <p>3 MR. MAY: And in light of what you say 4 specifically in the Complaint about disclaiming what 5 you're doing in order to avoid a jurisdictional 6 issue, I'm going to stick with that instruction and 7 if we deal with it with Judge Sanchez, we did deal 8 with it.</p> <p>9 MR. GORDON: My question has nothing to 10 do with the rates. It has to do with the types of 11 policy that are issued.</p> <p>12 MR. MAY: Well, the types of policies 13 that are issued have nothing -- if you're talking 14 about the type of rates, that's what the case is 15 about. But the types of policies have nothing to 16 do. The policies are approved by the Pennsylvania 17 Insurance Department. So once you start asking 18 about the types of policies as opposed to the rates 19 given, that is the basic reissue, or substitution, 20 you're dealing with what you expressly disclaimed to 21 be dealing with in paragraph 2.</p> <p>22 MR. GORDON: I think you are completely 23 off base, and I will continue to ask my questions 24 about different types of policies to find out if the 25 witness knows what they are, because some of these</p>	<p style="text-align: center;">48</p> <p>1 If you instruct the witness not to answer the 2 question, we will get Judge Sanchez on the line.</p> <p>3 MR. MAY: If you want to do that, that's 4 fine.</p> <p>5 MR. GORDON: Fine. Can we bring the 6 witness back in, please.</p> <p>7 (The following is on the video record:)</p> <p>8 THE VIDEO OPERATOR: We're back on the 9 video record at 10:12. Someone's got their 10 Blackberry on.</p> <p>11 BY MR. GORDON:</p> <p>12 Q. Ms. Ray, you're familiar with the TIRBOP 13 manual, are you not?</p> <p>14 A. Yes, sir.</p> <p>15 (D-23 marked for identification.)</p> <p>16 BY MR. GORDON:</p> <p>17 Q. Ms. Ray, I've just handed you Deposition 18 Exhibit No. 23 and ask you if you could confirm that 19 that's one version of the TIRBOP manual?</p> <p>20 A. This is the 3-1-2000 version, yes.</p> <p>21 Q. Would that have been the version that 22 would have been in place when Ms. Cohen's 23 transaction took place?</p> <p>24 A. I don't know when Ms. Cohen's 25 transaction took place.</p>

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<p style="text-align: right;">49</p> <p>1 Q. That was the last version of the TIRBOP 2 manual that was produced to us by your counsel? 3 A. Okay. 4 MR. GORDON: Mr. May, is there another 5 version that you can produce to us as part of 6 discovery? 7 MR. MAY: I could go back and look. I 8 don't know of any offhand. 9 MR. GORDON: Okay.</p> <p>10 BY MR. GORDON:</p> <p>11 Q. The TIRBOP manual governs -- 12 MR. MAY: Usually there are exhibits. I 13 don't know whether they attached this one without -- 14 it's a thinner document that I'm used to seeing. I 15 haven't gone back to see if there were exhibits that 16 are missing, but it's thinner than I'm used to 17 seeing. 18 MR. GORDON: Well, this is the -- 19 MR. MAY: But the text of it appears to 20 be on here. 21 MR. GORDON: Well, with there is an 22 addendum A which has vary rates, which -- 23 MR. MAY: Right. The addenda do not 24 appear to be attached. 25 MR. GORDON: But this appears to be the</p>	<p style="text-align: right;">51</p> <p>1 it before the inserts, the schedule A and B inserts. 2 Whereas the short form is, like a one-pager. It's 3 condensed. Everything is condensed into one page 4 with endorsements on it. 5 Q. And how does the short form policy 6 differ from the 1992 policy in practice? 7 A. I'm sorry, what do you mean by "in 8 practice." I'm not -- I'm not understanding your 9 question. 10 Q. Is there a difference in coverage 11 between the 1992 policy and the ALTA short form 12 policy? 13 A. No. 14 Q. When would the ALTA short form policy be 15 used versus the ALTA 1992 policy? 16 A. Upon request from a lender. 17 Q. Okay. Is it fair to say that the ALTA 18 short form policy is typically a policy that can be 19 issued at the time of closing? 20 A. Yes. 21 Q. Versus a 1992 policy, which may be 22 issued a month or so after the closing takes place? 23 A. Typically, after they receive the 24 recorded documents back from the courthouse. 25 Q. Okay. And the ALTA short form policy is</p>
<p style="text-align: right;">50</p> <p>1 TIRBOP manual itself. 2 MR. MAY: Okay. 3 BY MR. GORDON: 4 Q. And the ALTA 1992 policy is governed by 5 the TIRBOP manual, is it not? 6 A. Let me look at this real quick. 7 Typically, the 1992 policy is in here, however, the 8 addendums attached would have actual copies of the 9 formal of the policy. 10 Q. Okay. I guess I should restate my 11 question. The rates to be charged for the ALTA 1992 12 policy would be governed by this TIRBOP manual, 13 would it not? 14 A. Would be, yes. 15 Q. Okay. As would every other type of 16 policy that's issued by Chicago Title, correct? 17 MR. MAY: Object to form. 18 A. Again I'm not understanding your 19 question. 20 Q. What is the ALTA short form policy? 21 A. The ALTA short form policy is a tip -- 22 is a -- like a one-page policy form that you're 23 able -- the agents are able to also -- another type 24 of format of a policy. I think it's -- usually on 25 the typical 1992 policy has four pages attached to</p>	<p style="text-align: right;">52</p> <p>1 also covered by the TIRBOP manual, is it not? 2 A. Yes, it is. 3 Q. What section number. 4 A. 5.15, Page 12. 5 Q. Okay. Can you turn to that, please. 6 And there is a fairly lengthy discussion about the 7 ALTA short form residential loan policy on Page 12, 8 is there not? 9 A. That's correct. 10 Q. Section 5.15? 11 A. Mm-hmm. Yes. 12 Q. To the best of your knowledge, is there 13 any difference in the premium that's charged for a 14 ALTA short form policy versus a standard 1992 15 policy? 16 A. During the time of this -- I guess this 17 is 10-1-99. During time, according to the TIRBOP 18 manual, there is an additional 125 charge in 19 addition to the applicable charge. 20 Q. Okay. Other than that additional charge 21 of \$125, is there any other difference in the 22 premium? 23 A. I believe that the 125 dollar charge it 24 included endorsements, as well. The 100 and 300, 25 which you would typically charge separately on an</p>

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1 ALTA 1992 policy. 2 Q. Okay. 3 A. So the 125 is basically incorporating 4 the 100 and 300 endorsement. 5 Q. And if a homeowner purchased -- the 6 homeowner had a previous mortgage issued within the 7 prior 10 years and had a lender's policy issued on 8 their property, that homeowner who's getting an ALTA 9 short form residential loan policy issued would also 10 be eligible for the reissue rate, would they not? 11 MR. MAY: Object to form. 12 A. Again, I'm not understanding your 13 question. 14 Q. Okay. Is there any difference other 15 than the kicker of \$125 that's paid? Is there any 16 difference in the standard rate that would then be 17 charged in addition to \$125 for the ALTA short form 18 policy? 19 A. The difference is the ALTA short form 20 policy includes the 100/300 endorsement, whereas a 21 1992 policy is charged separately. It would be 50 22 bucks apiece. 23 Q. Okay. I guess I should restate my 24 policy, then. For a 1992 policy there's a standard 25 rate that would be charged, the basic rate?	53 1 plus the total cost of the endorsements and 85 2 percent goes to the agent? 3 A. Correct. 4 Q. 15 percent is retained by-- 5 MR. MAY: She was just -- hadn't 6 finished the answer. 7 MR. GORDON: That's fine. 8 A. 85 percent is retained by the agent and 9 they remit in the 15 percent to the underwriter. 10 Q. Is there any variation from the 85/15 11 split in Pennsylvania? 12 A. Sometimes. 13 Q. And how is that determined? 14 A. Upper management. 15 Q. Do you have any agents of the 60 agents 16 that are you are the liaison to in Pennsylvania that 17 have a deviation from the 85/15 split? 18 A. Yes. 19 Q. How many agents? 20 A. Less than ten. I'm guessing. 21 Q. Is the split closer to 90 or closer to 22 80 for the agent on those 10? 23 A. Closer to 90. 24 Q. Okay. So it's a more favorable split 25 for the agent in those circumstances?
54 1 A. For a 1902 policy, there could be, 2 either a basic reissue or substitution rate. 3 Q. Okay. And for the ALTA short form 4 policy, that's also true, is it not, there could be 5 the basic, the reissue or the refinance rate? 6 A. That's correct. 7 Q. Okay. And is it the agent who chooses 8 which type of policy is put in place, the ALTA short 9 form or the 1992? 10 A. No. 11 Q. Who chooses that? 12 A. Whatever's requested by the lender. 13 Q. Would that be set forth at all times in 14 the closing instructions? 15 A. Typically, what is requested by the 16 lender is in the closing instructions. 17 Q. How are agents of Chicago Title in 18 Pennsylvania compensated? 19 A. In Pennsylvania there's an 85/15 split 20 of the rates, plus endorsements. So an agent would 21 retain 85 percent of the premium. 22 Q. And that would be true for the 23 endorsement, as well? 24 A. Correct, correct. 25 Q. So you take the total policy premium	54 1 A. Correct. 2 Q. And when the agent, as part of the 3 process, issues the title commitment, they're acting 4 on behalf of Chicago Title, are they not? 5 A. They would issue a title policy under 6 Chicago Title. 7 Q. Are you familiar with the term title 8 commitment? 9 A. Yes, I am. They're acting on -- they 10 would put it under Chicago Title paper if it was an 11 approved agent with Chicago Title. 12 Q. Okay. Now I'm confused. 13 A. Yeah, so am. 14 Q. Let's talk solely about the title 15 commitment at this point. 16 A. Okay. The commitment for title 17 insurance. 18 Q. And what is the title commitment? What 19 is it. 20 A. Oh. It's the commitment to the owner or 21 to the lender, to that -- that they would -- that 22 they would be getting -- they would be -- the 23 commitment to issue a -- either a loan or an owner's 24 policy. 25 Q. It's the binding agreement that says

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<p>57</p> <p>1 that Chicago Title will issue the policy?</p> <p>2 A. Correct.</p> <p>3 Q. In a particular circumstance?</p> <p>4 A. Correct.</p> <p>5 Q. And that's issued by the agent?</p> <p>6 A. Yes.</p> <p>7 Q. And at that point, the agent is binding</p> <p>8 Chicago Title to issue a particular type of policy?</p> <p>9 A. Correct.</p> <p>10 Q. It's a standard form also, isn't it,</p> <p>11 that's used?</p> <p>12 MR. MAY: Object to form.</p> <p>13 MR. GORDON: I'll ask a different</p> <p>14 question.</p> <p>15 BY MR. GORDON:</p> <p>16 Q. Is it a standard form that's used?</p> <p>17 A. It varies. Some people put -- there's</p> <p>18 certainly what's typical in Pennsylvania is a</p> <p>19 schedule A and then the schedule B1, which are the</p> <p>20 items that would need to be identified prior to</p> <p>21 closing, and then schedule B2 would be the</p> <p>22 exceptions of the title. Some people put a schedule</p> <p>23 C in there, some people don't, whereas they put the</p> <p>24 legal description.</p> <p>25 Q. Okay.</p>	<p>59</p> <p>1 Q. With an owner's policy, the buyer's name</p> <p>2 will always be on a title commitment?</p> <p>3 A. Correct.</p> <p>4 Q. And the property address will always be</p> <p>5 on either one?</p> <p>6 A. Not necessarily. Because we don't</p> <p>7 insure property addresses, we insure legal</p> <p>8 descriptions.</p> <p>9 Q. Okay. You mentioned that the standard</p> <p>10 split between agents and Chicago Title in</p> <p>11 Pennsylvania is 85/15?</p> <p>12 A. Yes, sir.</p> <p>13 Q. Is that embodied in a standard agency</p> <p>14 contract?</p> <p>15 A. It would be -- it would be written in</p> <p>16 the issuing agency contract between the underwriter</p> <p>17 and the agent.</p> <p>18 Q. Is that a standard contract that is used</p> <p>19 in Pennsylvania?</p> <p>20 MR. MAY: Object to form.</p> <p>21 MR. GORDON: I'll ask a different</p> <p>22 question.</p> <p>23 BY MR. GORDON:</p> <p>24 Q. Is there a standard contract that</p> <p>25 Chicago Title uses with respect to its agents in</p>
<p>58</p> <p>1 A. So it, you know -- that's typically, you</p> <p>2 know, the commitment format for this period.</p> <p>3 Q. And it will always have the same</p> <p>4 standard information in it?</p> <p>5 MR. MAY: Object to form.</p> <p>6 A. Again, the commitment for title</p> <p>7 insurance is also an approved -- there's an approved</p> <p>8 format within TIRBOP that agents are supposed to put</p> <p>9 the information.</p> <p>10 Q. Okay. And that would include, for</p> <p>11 example, the name of the borrower?</p> <p>12 A. Yes.</p> <p>13 Q. It will always be in there?</p> <p>14 A. Well, no. You say "borrower." You say</p> <p>15 buyer. There's a difference between a borrower and</p> <p>16 a buyer.</p> <p>17 Q. Okay. Let's talk about a lender's</p> <p>18 policy.</p> <p>19 A. Okay.</p> <p>20 Q. The borrower's name will always be on</p> <p>21 the title commitment?</p> <p>22 A. Yes, sir.</p> <p>23 Q. With an owner's policy, the buyer's name</p> <p>24 will always be on the title commitment?</p> <p>25 A. Say that again, I'm sorry.</p>	<p>60</p> <p>1 Pennsylvania?</p> <p>2 A. Currently, there is a standard form that</p> <p>3 has been approved by corporate. So again, you know,</p> <p>4 there are other variations of different contracts</p> <p>5 prior to my, I guess, becoming a rep.</p> <p>6 Q. Okay. So for the most part, though, is</p> <p>7 the same information contained in the agency</p> <p>8 contract?</p> <p>9 A. Yes.</p> <p>10 Q. I'd like to understand the protocol in</p> <p>11 Pennsylvania. I think it's the same, pretty much as</p> <p>12 any other state, but I want to make sure that it is.</p> <p>13 What's -- let's say someone's taking out a refinance</p> <p>14 loan. How -- what's the first step that takes place</p> <p>15 in connection with the ultimate issuance of title</p> <p>16 insurance? What has to happen?</p> <p>17 MR. MAY: Object to form.</p> <p>18 A. That depends between the buyer and the</p> <p>19 seller -- the buyer and the lender -- the borrower</p> <p>20 and the lender.</p> <p>21 Q. Okay. Well, let me ask a question this</p> <p>22 way. Is there a referral to a title agent?</p> <p>23 A. You mean an order placed? I'm not --</p> <p>24 Q. Sure, an order placed or a referral made</p> <p>25 to the title agent.</p>

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<p style="text-align: right;">61</p> <p>1 A. I wouldn't call it referral, I would say 2 placing an order with the title agent.</p> <p>3 Q. Okay. And in the case of a refinance 4 that could be done by the lender?</p> <p>5 A. Could be done by the lender or the 6 borrower.</p> <p>7 Q. Or it could be done by the mortgage 8 broker if there is a mortgage broker involved?</p> <p>9 A. Could be done by the mortgage broker as 10 well.</p> <p>11 Q. Okay.</p> <p>12 A. Typically on a refinance, it would be 13 the mortgage broker, the lender or the borrower.</p> <p>14 Q. Okay. What happens after that?</p> <p>15 A. Once the agent has an order, a request 16 to open title insurance, they would obviously order 17 a search.</p> <p>18 Q. Okay. A title search?</p> <p>19 A. A title search.</p> <p>20 Q. Or an abstract?</p> <p>21 A. On an abstract, correct.</p> <p>22 Q. At this point, does the borrower have 23 any contact with the title agent, generally?</p> <p>24 MR. MAY: Let me just do this. If you 25 want me to object to the form each time, I will, or</p>	<p style="text-align: right;">63</p> <p>1 (Pertinent portion of the record is read 2 back.)</p> <p>3 A. I don't know.</p> <p>4 Q. Does the borrower participate in the 5 title search?</p> <p>6 A. No.</p> <p>7 Q. Do they perform the abstract?</p> <p>8 A. The borrower?</p> <p>9 Q. The borrower.</p> <p>10 A. Unless it's their own property, I 11 don't -- you know...</p> <p>12 Q. It's the title company that does it, 13 correct?</p> <p>14 A. Independent searchers, agents are able 15 to use independent searchers to get their abstracts.</p> <p>16 Q. Okay. What's the next step in the 17 process? The abstract's been completed, what 18 happens?</p> <p>19 A. Typically, the file would have to be 20 examined and in order to -- after the examination of 21 the file --</p> <p>22 Q. And that's known in the industry as the 23 title examination, is it not?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. And what happens there?</p>
<p style="text-align: right;">62</p> <p>1 I can just take a general objection to this line of 2 questioning, at your preference.</p> <p>3 MR. GORDON: You can note your objection 4 to the line of questioning. So noted.</p> <p>5 MR. MAY: Okay. I mean, just through 6 this line of questioning about what is the standard, 7 you know, protocol or whatever, just note my 8 objection and that way I won't have to interject 9 each time.</p> <p>10 MR. GORDON: Okay. Only with respect to 11 this line of questioning, though?</p> <p>12 MR. MAY: Correct.</p> <p>13 MR. GORDON: Mr. May, I don't know how 14 long I can go on without you objecting to form.</p> <p>15 MR. MAY: I think each one has been 16 well -- from my perspective -- appropriate. So if 17 it disappoints you, I can do it on an individual 18 basis as opposed to taking it as to a line a 19 questioning.</p> <p>20 MR. GORDON: As pleasurable as that 21 would be, I think that we'll just do an objection to 22 the line of questioning.</p> <p>23 MR. MAY: Very well.</p> <p>24 MR. GORDON: Would you please read back 25 the question.</p>	<p style="text-align: right;">64</p> <p>1 A. And then from the examination 2 perspective, that would tell -- that would -- the 3 next step would be preparing the commitment for 4 title insurance.</p> <p>5 Q. Okay. With respect to the title 6 examination, that again is not something that the 7 borrower or the homeowner would participate in?</p> <p>8 A. No.</p> <p>9 Q. And at this point, typically, does the 10 borrower or homeowner have contact with the title 11 company?</p> <p>12 A. Sometimes. I don't know. Occasionally 13 they would, you know. It depends.</p> <p>14 Q. Okay. You don't know?</p> <p>15 A. I don't know.</p> <p>16 Q. How far in advance of the loan closing 17 is the -- are the abstract and the title examination 18 done?</p> <p>19 A. It varies. It could be anywhere from 20 five days to two weeks, you know.</p> <p>21 Q. Or longer?</p> <p>22 A. Or longer.</p> <p>23 Q. Could be a month out?</p> <p>24 A. Could be. Multiple variations.</p> <p>25 Q. And once the title examination is</p>

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<p style="text-align: right;">65</p> <p>1 finished, by that point, the agent will know which 2 one of its title insurers will be issuing the 3 policy, correct?</p> <p>4 A. When the commitment is being prepared.</p> <p>5 Q. Okay. And the title commitment will 6 always have on it which title insurer is issuing 7 that policy?</p> <p>8 A. Correct.</p> <p>9 Q. Could you please look back at Deposition 10 Exhibit, I think it's No. 5 -- I'm sorry, No. 19, 11 which is the Cohen file produced by Chelsea.</p> <p>12 MR. MAY: Let me just ask the witness, 13 are you comfortable or do you need a break?</p> <p>14 THE WITNESS: I'm okay.</p> <p>15 MR. MAY: Keep going? Good.</p> <p>16 BY MR. GORDON:</p> <p>17 Q. And could we take a look at the title 18 commitment for the Cohens which is found at 0043. 19 And I believe it would run through 0049.</p> <p>20 (Mr. Snyder exits.)</p> <p>21 A. Okay.</p> <p>22 Q. And this is the standard Chicago Title 23 commitment that we discussed before, correct?</p> <p>24 A. Does appear to be.</p> <p>25 Q. Okay. And this contains the name of Mr.</p>	<p style="text-align: right;">67</p> <p>1 title commitment?</p> <p>2 A. Typically in Pennsylvania, the being 3 clause is in the commitment for title insurance. I 4 can't speak for other states.</p> <p>5 Q. I'm just asking you about Pennsylvania 6 right now.</p> <p>7 A. Okay. The being clause is typically 8 under -- right after the legal description.</p> <p>9 Q. Okay. And the standard Chicago Title 10 form is something that is provided by Chicago Title 11 to its agents, is it not?</p> <p>12 MR. MAY: Object to form.</p> <p>13 A. Well, it's also in the TIRBOP manual, 14 too, as far as the approved form.</p> <p>15 Q. Okay. What I'm trying to get at, 16 though, is that this is something that's actually 17 generated by the computer ultimately, is it not, by 18 the individual agents?</p> <p>19 A. By the individual agents. Some agents 20 do have title software, some agents do not.</p> <p>21 Q. Okay.</p> <p>22 A. I have middle of the state that they're 23 still typing their settlement sheets and some of 24 them are on a carbon, three-ring, you know, typing 25 all this.</p>
<p style="text-align: right;">66</p> <p>1 and Mrs. Cohen?</p> <p>2 A. Under item No. 2, Schedule A, the record 3 owner, as well as the proposed insured.</p> <p>4 Q. Okay. And --</p> <p>5 A. But it's crossed out. There is an 6 amount crossed out under the owners.</p> <p>7 Q. And from the -- and the title commitment 8 also in schedule B1, has a list of prior mortgages?</p> <p>9 A. Mm-hmm.</p> <p>10 Q. And it will always -- the title 11 commitment will always have a list of prior 12 mortgages, will it not?</p> <p>13 A. Sure, if any is on, you know...</p> <p>14 Q. Okay. And the title commitment also 15 will identify when the property was purchased by 16 this particular borrower, would it not, or buyer, 17 depending on the circumstances?</p> <p>18 A. Typically in the being clause in the 19 legal description, which is 0051, which is the last 20 paragraph.</p> <p>21 Q. Okay. And it also contains the property 22 address right above that, does it not?</p> <p>23 A. This one does.</p> <p>24 Q. And when the property was purchased by 25 this particular homeowner will always be in the</p>	<p style="text-align: right;">68</p> <p>1 Q. Is that the vast minority, though, these 2 days?</p> <p>3 MR. MAY: Object to form.</p> <p>4 A. You know, some agents do have the title 5 software, some do not.</p> <p>6 Q. Do most have the title software?</p> <p>7 A. Today? Presently, most of them do.</p> <p>8 Q. Okay. Of your 60 agents, how many are 9 still working with carbon paper?</p> <p>10 A. It would be about five or so, four, and 11 that's when you get into the middle of the state, 12 where the attorneys are.</p> <p>13 Q. The larger agents all have the computer 14 system?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And when the abstract is done, 17 just to go back a couple of steps, when the abstract 18 is done typically for the title examination, 19 information off of the abstract is inputted into the 20 computer system by the agents, is it not?</p> <p>21 MR. MAY: Object to form.</p> <p>22 A. If they have a computer, or it's being 23 typed.</p> <p>24 Q. Okay. So for those that use the 25 software, the information will be inputted into one</p>

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